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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Abstract Notification dated 25th March 1929.

The attention of the public is invited to the notification, dated 25th March 1929, calling for tenders for the right of grazing in the plantations of the Kolar District published on pages 291 to 292, Part VI of the *Mysore Gazette*, dated 11th April 1929.

SALE OF TIMBER.

Notification dated 15th April 1929.

The undermentioned quantities of jungle wood poles will be sold by public auction by the District Forest Officer, Kolar District, on the dates noted against each place under the following conditions:—

Name of Taluk	Place of sale	Quantity	Kind	Time of sale	Date of sale
Goribidnur	Subbanahalli ..	600 C.ft.	Junglewood ..	2 to 5 P.M.	16th May 1929
Chikballapur Taluk ..	Thippanhalli ..	600 ,,	Do ...	Do ..	20th May 1929

Conditions.

1. Each bidder shall place a deposit of Rs. 20 with the Officer conducting the sale. but defaulters to the Department will not be allowed to bid at the sales.

2. In the case of purchasers of timber, full value thereof should be paid on the spot.

3. The highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought

such lot and of having accepted the terms of the sale as herein specified. All sale of which the amount exceeds Rs. 1,000 in each case is subject to confirmation by the Chief Conservator of Forests and in other cases to that of the District Forest Officer.

5. In cases of re-sales for default of payment of value where bidders are not forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer for the un-sold woods and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are conducted, those of successful bidders being adjusted towards the balance due in full settlement of value of timber purchased by the bidder.

7. If the amount is not fully paid for, by the purchaser on the spot, the initial deposit as well as the other money already paid in, shall be forfeited to Government and all or any portion of timber not fully paid for shall be re-sold at the risk of purchaser.

8. No timber lot shall be permitted to be removed by the purchaser unless, it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale and no timber shall be removed from the place unless a permit is obtained from the Forest Officer in charge of the depot.

9. If the timber is not removed, the same will be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the re-sale.

L. P. MASCARENHAS,
District Forest Officer.

SHIMOGA DISTRICT.

Notification dated 10th April 1929.

Notice is hereby given under section 40 of Mysore Forest Regulation that one bullock cart is remaining unclaimed in the custody of Mr. Hanumantha Rao, Patel of Gajnur.

Persons having any claims to the said cart are requested to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims failing which the cart will lapse to Government under section 42 of the Forest Regulation.

C. H. EAGLES,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

SALE OF TIMBER.

Abstract Notification dated 15th April 1929.

The attention of the public is invited to the detailed notification, dated 15th April 1929, for the sale of timber in Bhadravati and Lingadahalli Depots of the Division published on pages 319 and 320, Part VI of the *Mysore Gazette*, dated 18th April 1929.

K. REVANNA,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 6th April 1929.

It is hereby notified for general information of the public that the timber described below were found lying unclaimed in the jungles of Begur Inam village, Shikarpur Taluk.

Any person having any claim to those logs may present a written statement of such claim to the District Forest Officer, Sagar Division, within one month from the date of the publication of this notification, and establish the same to the satisfaction of the above officer, failing which, the ownership of the timber shall vest in Government under Section 42 of the Mysore Forest Regulation.

The logs are now lying in the custody of the Patel of Begur Inam village.

Taluk, Hobli and Village	Range	Kind of log		Measurement of log L.	G.	C.ft.	Remarks
Inam Begur Village, Shikarpur Taluk.	Shikarpur ..	Teak	1	17—5	3—0	10	These logs bear no marks and numbers.
		Do	2	12—7	3—4	9	
		Do	3	10—7	3—4	7	
		Do	4	12—4	3—9	11	
		Do	5	18—7	2—10	9	
		Do	6	15—11	2—9	8	
		Do	7	12—3	2—4	4	
	Total ..		7			58 C.ft.	

N.B.—The above logs have been affixed with Forest stamp bearing No. 32 after their seizure.

B. MADHAVA RAO,
District Forest Officer.

KADUR DIVISION.

SALE OF TIMBER.

Notification dated 12th April 1929.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Kadur Division at 2 P.M., on the date noted below:—

Serial No.	Name of Depot	Description of timber				Date of sale	Remarks
		Teak poles	Honne	Matti	Other kinds		
		C. ft.	C. ft.	C.ft.	C. ft.		
1	Kadur ...	500	50	50	...	27th Ma 1929 Monday	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay ten per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6 The deposits tendered by the unsuccessful bidders shall be returned, immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments or not less than Rs. 1,000, provided the full value is paid not later than the 15th May 1929. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

RESALE OF TIMBER TREES.

Notification dated Chikmagalur, 12th April 1929.

It is hereby notified for general information that the right to cut and remove the following timber trees enumerated, numbered and marked for felling in the undermentioned coupes of the State Forests in the Kadur Division for the year 1928-29, will be resold at the risk of the original purchaser by public auction by the District Forest Officer subject to the conditions mentioned below :—

Place of sale—Chikmagalur Sandal Koti. Date of sale 10th May 1929.

Coupe	Teak		Honne		Bete		Mathi		Nandi, jambe jalari and bilwara		Other kinds		Date of sale
	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft	No.	C. ft.	No.	C.ft.	
Devadan State Forest coupe of 1928-29.	...	..	34	720	2	30	35	750	43	800	69	1,500	10th May 1929, Saturday.
Basavankote State Forest 10—1926-27.	..	..	...	..	..	..	..	..	10	200	...	..	
Nasaregutte coupe No. 3—19 8-29.	144	800	6	30	1	20	5	25	2	10	..	..	

The sale will commence at 2 P.M., precisely, on each day and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 500 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Departmental elephants can be hired, when available for dragging timbar, on payment of hire of Rs. 6 per male and Rs. 5 per female elephant per day, rations to the elephants being supplied by the hirer at his own cost, it being clearly understood that the applicant will have to bear the whole charges for the days beginning that on which the animal is sent out for hire and ending with the day on which the animal reaches the place from which it had to start for the purpose.

N.B.—A working day is only of six hours.

Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale, the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not pariticipate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. The power is reserved to the District Forest Officer or such other Officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamp paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayale to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1929.

(*b*) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That, if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet to contract to anybody except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1929.

(*n*) That he shall maintain a register in the form prescribed by the Distaict Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of the Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce ferfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is forfeited, it shall be immediately made good by the contractor.

K. R. VENKATA RAO,
District Forest Officer.

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